

Meeting of 2002-7-9 Regular Meeting MINUTES

LAWTON CITY COUNCIL REGULAR MEETING
JULY 9, 2002 - 6:00 P.M.
WAYNE GILLEY CITY HALL COUNCIL CHAMBER

Mayor Cecil E. Powell, Also Present:
Presiding Bill Baker, City Manager
 John Vincent, City Attorney
 Brenda Smith, City Clerk
 Col. Anthony Puckett, Fort Sill Liaison

The meeting was called to order at 6:29 p.m. by Mayor Powell. Notice of meeting and agenda were posted on the City Hall notice board as required by law.

ROLL CALL

PRESENT: Randy Bass, Ward One
 James Hanna, Ward Two
 Glenn Devine, Ward Three
 Amy Ewing-Holmstrom, Ward Four
 Robert Shanklin, Ward Five
 Barbara Moeller, Ward Six
 Stanley Haywood, Ward Seven
 Michael Baxter, Ward Eight

ABSENT: None.

PRESENTATION OF REPORT BY MR. OLLIE JOHNSON, CHAIRMAN, LAWTON HUMAN RIGHTS AND RELATIONS COMMISSION.

Candy Guzman, Human Rights & Relations Commission, said they have done two disability awareness programs, assisted with the Black Awareness Month at Douglas Elementary, and the next project deals with sexual harrassment. The Commission hopes to be more pro-active and plans to participate in the International Festival and hold fund raisers. Haywood asked how many complaints they had received. Guzman said several had been received but none that were within their jursidiction or authority.

AUDIENCE PARTICIPATION: None.

CONSENT AGENDA :

Separate consideration was requested for Items 10 and 16.

MOVED by Baxter, SECOND by Bass, to approve the Consent Agenda items as recommended with the exception of Items 10 and 16. AYE: Hanna, Devine, Ewing-Holmstrom, Shanklin, Moeller, Haywood, Baxter, Bass. NAY: None. MOTION CARRIED.

1. Consider the following damage claims recommended for approval and consider passage of any resolutions authorizing the City Attorney to file a friendly suit for claims which are over \$400.00: Southwestern Bell Telephone, Gunnar Benson, Christi and Grady Brewer, Bill and Nelda Baker, Helen Harvey, Karen and Gerardo D. Gaje, Jr., Dick R. and Marj Huck, Margaret Craig and Quality Baking Company. Exhibits: Legal Opinions/Recommendations (four resolutions) SW Bell - \$166.00; Brewer - \$285.00; Baker - \$139.00; Harvey - \$371.20; Craig - \$150.00.

(Title) Resolution No. 02-107

A resolution authorizing and directing the City Attorney to assist Gunnar Benson in filing a friendly suit in the District Court of Comanche County, Oklahoma, against the City of Lawton; and authorizing the City Attorney to confess judgment therein in the amount of Five Hundred Five Dollars and 00/100 (\$505.00).

(Title) Resolution No. 02-108

A resolution authorizing and directing the City Attorney to assist Karen A. and Gerardo D. Gaje, Jr. in filing a friendly suit in the District Court of Comanche County, Oklahoma, against the City of Lawton; and authorizing the City Attorney to confess judgment therein in the reduced amount of Five Hundred Fifty-One Dollars and 98/100

(\$551.98).

(Title) Resolution No. 02-109

A resolution authorizing and directing the City Attorney to assist Quality Baking Company in filing a friendly suit in the District Court of Comanche County, Oklahoma, against the City of Lawton; and authorizing the City Attorney to confess judgment therein in the amount of Two Thousand Two Hundred Five Dollars and 00/100 (\$2,205.00).

(Title) Resolution No. 02-110

A resolution authorizing and directing the City Attorney to assist Dick R. and Marj Huck in filing a friendly suit in the District Court of Comanche County, Oklahoma, against the City of Lawton; and authorizing the City Attorney to confess judgment therein in the amount of Four Hundred Seventeen Dollars and 02/100 (\$417.02).

2. Consider the following damage claims recommended for denial: Earnest and Verla Gowan, Tammy Graham, Southwestern Bell Telephone, Beverly and James Young and Matthew Johnson. Exhibits: Legal Opinions/Recommendations. Action: Denial of claims.

3. Consider awarding a construction contract to RCJ Construction, Inc. for the McMahon Auditorium Painting Project #2002-1. Exhibits: Letter. Action: Award as shown in the amount of \$29,500.

4. Consider awarding a construction contract to Davenport Construction for the NW Hoover Avenue Waterline Replacement Project #2001-14. Exhibits: None. Action: Award as shown in the amount of \$67,935.00.

5. Consider acknowledging receipt of a permit for the construction of a water line and appurtenances from the Oklahoma State Department of Environmental Quality for the NW Hoover Waterline Replacement Project #2001-14, City of Lawton, Comanche County, Oklahoma. Action: Acknowledge receipt of permit.

6. Consider acknowledging receipt of a permit for the construction of a water line and appurtenances from the Oklahoma State Department of Environmental Quality for the 2000 CIP Waterline Replacement Project #2001-26, City of Lawton, Comanche County, Oklahoma. Action: Acknowledge receipt of permit.

7. Consider acknowledging receipt of a permit for the construction of sanitary sewer lines from the Oklahoma State Department of Environmental Quality to serve Sheridan Road Sewer Line Project #1, City of Lawton, Comanche County, Oklahoma. Exhibits: None. Action: Acknowledge receipt of permit.

8. Consider accepting a permanent utility easement from Green Family Investments, L.P. for the Flower Mound Road Waterline Project. Exhibits: None. Action: Accept easement.

9. Approval for Arts & Humanities Division to accept the Local Government Challenge Grant from the Oklahoma Arts Council for the FY 2002-2003. Exhibits: None. Action: Approve grant.

10. Consider authorizing application and acceptance for a Department of Justice Local Law Enforcement Block Grant and authorizing the Mayor to appoint a committee as required by the grant conditions. Exhibits: None.

Mayor Powell asked if the committee mentioned is already named by positions. Acting Police Chief Harold Thorne said yes, a committee was used in the past and is in place.

MOVED by Hanna, SECOND by Moeller, to authorize the application for the grant and authorize the Mayor to sign the necessary forms and appoint a committee; authorize the Chief of Police to accept the grant upon approval from the Bureau of Justice. AYE: Devine, Ewing-Holmstrom, Shanklin, Moeller, Haywood, Baxter, Bass, Hanna. NAY: None. MOTION CARRIED.

11. Consider approving contract change order of Mowing and Litter Contract II (CL02-051). Exhibits: Contract Change Order; Department Memorandums. Action: Approve contract change order to delete Section 1 Area D and Section 1 Area E from the City's Mowing and Litter Contract and cancel the City's related Mowing and Litter contract with B.H. Harris, and authorize Mayor and City Clerk to execute the contract change order.

12. Consider approving the following contract extensions: A) Sewer Rods with ICM of Oklahoma City; B) Jailer Uniforms with Skaggs Public Safety; C) Testing Services with QuanTEM Laboratories, LLC; D) Coagulant Aid Clay with Wyo-Ben, Inc. Exhibits: None. Action: Approval.

13. Consider awarding contract for Hydromulcher. Exhibits: Recommendation; Abstract. Action: Award to Justin Seed Company, Justin, TX.

14. Consider approval of appointments to boards and commissions. Exhibits: Memorandum.

City Council Committee on Engineer Selection: Randy Bass

Museum of the Great Plains Trust Authority: Frank Dunbar, Institute Rep., Term: 7/1/02 to 6/30/05
Lawton Arts & Humanities Council: Delores Twohatchet, Edward Skaggs and Dr. Valerie Wynn - all are terms 7/9/02 to 6/30/05

Mayor's Commission on the Status of Women: Sheila Alford, Eastern District Rep., Term: 9/9/01 to 9/9/03

15. Consider approval of payroll for the period of June 24 through July 7, 2002.

16. Consider approval of Minutes of Lawton City Council Meeting of June 25, 2002.

MOVED by Baxter. SECOND by Moeller, to approve the Minutes. AYE: Ewing-Holmstrom, Shanklin, Moeller, Baxter, Bass, Hanna, Devine. NAY: None. ABSTAIN: Haywood. MOTION CARRIED.

UNFINISHED BUSINESS ITEM:

17. Consider an ordinance relating to Personnel Policies and Procedures, Retirement and Pensions, amending Chapter 17, Article 3, Division 4, Lawton City Code, 1995, amending the contribution rate of the City and the members of the Retirement System and declaring an emergency. Exhibits: Ordinance No. 02-22; Letter from Pension Commission.

Tim Golden, Human Resources Director, said the item was discussed at the last meeting and Council requested figures in terms of costs. The ordinance proposes raising the employee contribution from 4% to 4.55% and the City contribution from 6.12% to 7%; employees will contribute an additional \$88,750 this fiscal year and the City will contribute an additional \$142,000 under this proposal; funds are included in the 2002-2003 budget for this purpose. He said these rates would maintain the current ratio of the City contributing 60% and the employee contributing 40% to the retirement fund.

MOVED by Baxter. SECOND by Devine, to approve Ordinance No. 02-22, waive reading of the ordinance, read the title only, and declaring an emergency.

Shanklin asked which scenario was included in the motion. Baker said one scenario was for going from 4% to 4.55% and the other was shown because Council asked what the impact would be if it went up 1%, and staff does not recommend the 1%. Staff recommendation is 4.55%. Baxter said the motion was for the 60-40 relationship shown in the ordinance.

(Title read aloud) Ordinance No. 02-22

An ordinance relating to Personnel Policies and Procedures, Retirement and Pensions, amending Chapter 17, Article 3, Division 4, Lawton City Code, 1995, amending the contribution rate of the City and the members of the retirement system and declaring an emergency.

VOTE ON MOTION: AYE: Devine, Ewing-Holmstrom, Shanklin, Moeller, Haywood, Baxter, Bass, Hanna. NAY: None. MOTION CARRIED.

BUSINESS ITEMS:

18. Hold a public hearing and consider an ordinance changing the zoning from C-3 (Planned Community Shopping Center District) to C-5 (General Commercial District) zoning classification located at 6401 West Gore Boulevard. Exhibits: Ordinance No. 02-23; Location Map; Application; Site Plan; CPC Minutes.

Bob Bigham, Planning, presented a map of the area in question which is a 1.1 acre tract on West Gore. He pointed out 67th Street, the post office, the Assurant Group, and Gore Boulevard on the south. The purpose of the request is for a new T & S Printing Shop that requires C-5 zoning. The Planning Commission on June 13 held a public hearing, the applicant spoke in favor of the request. An e-mail was received opposing the request from a person in Woodland Hills Addition. The CPC by a six to zero vote recommended approval of the request, and proper notice of hearing has been given.

Ewing-Holmstrom asked Bigham to point out the current location of T & S Printing and Bigham did so.

Moeller asked if there were plans for a left turn lane going east on Gore into the Assurant Group, and said that might be more critical as the area builds up. Bigham said he discussed that with someone from the Chamber and suggested they make an official request to the City but he had not heard further. Mayor Powell said Assurant has brought that. Moeller said the traffic patterns should be looked at. Mayor Powell said Assurant has addressed that issue but it has not been officially sent in.

PUBLIC HEARING OPENED. No one appeared to speak and the public hearing was closed.

MOVED by Moeller. SECOND by Hanna, to approve Ordinance No. 02-23, waive reading of the ordinance, reading the title

only.

(Title read aloud) Ordinance No. 02-23

An ordinance changing the zoning classification from the existing classification of C-3 (Planned Community Shopping Center District) to C-5 (General Commercial District) zoning classification on the tract of land which is hereinafter more particularly described in Section One (1) hereof; authorizing changes to be made upon the Official Zoning Map in accordance with this ordinance.

VOTE ON MOTION: AYE: Ewing-Holmstrom, Shanklin, Moeller, Haywood, Baxter, Bass, Hanna, Devine. NAY: None. MOTION CARRIED.

19. Consider report from Oklahoma Centennial Commission and authorize release of quarterly payment. Exhibits: Report, 1st Quarter, 2002.

Baker said Council approved an agreement with the Oklahoma Capital Complex and Centennial Commission in September 2001, authorizing up to \$250,000 for grant writing, fund raising and establishment of the Army Museum of the Southwest. A request has been received for the second quarter payment of \$50,000. The agreement provides for the Council to approve a quarterly report before releasing the quarterly payment and the report is very brief.

Shanklin asked if the \$50,000 from last time has been spent. Baker said they have \$11,000 remaining from that payment, the City has committed to this funding, and it is up to Council to release the funds.

MOVED by Baxter, SECOND by Hanna, to approve the release of funds for the Southwest Museum. AYE: Shanklin, Moeller, Haywood, Baxter, Bass, Hanna, Devine, Ewing-Holmstrom. NAY: None. MOTION CARRIED.

20. Consider authorizing negotiations with large volume consumers for water contract costs as authorized by Section 22-1-2-114 of the Lawton City Code with either one of the following as the starting point for the negotiations: (1) the initial action taken by the City Council excluding large volume consumers from its approval of the Black & Veatch Water Costs Study, or (2) the subsequent action taken by the Water Authority included large volume consumers in its approval of the same study; and if negotiations are authorized, appoint representatives from the Council and/or staff to conduct the negotiations. Exhibits: None.

A verbatim transcript of this portion of the meeting is as follows:

Mayor: I would like to make a statement prior to this and Mr. Hanna came to me and asked to be the initiator on this (inaudible) and also Amy being the chair of this study group. Of course you're aware of the letter that I sent out earlier, the morning after last Council meeting I asked for copies of the contracts with Goodyear, Republic and Fort Sill. The first thing I found in Goodyear, and I've studied these things very extensively and visited with the Assistant City Attorney numerous times and also the City Attorney, and the only reason for the assistant was that Mr. Vincent was some place else. What I found on the Goodyear contract, it expired on December 31, 1996. Number two, Republic, an agreement on June 9, 1998, the terms were for 15 years plus two consecutive five year terms. My question is why was it legal then and not now? And I will not buy into the not knowing cost because we had figured out what a cost was for Fort Sill. Number three, Fort Sill, since 1952 is when this contract went and I will tell you the first contract that I received on my desk was this little bitty contract right here. After discussion with certain persons try to find out more information this right here is your true contract with Fort Sill. Mr. Vincent has copied that and studied and researched that and has outlined it. Of interest, some of the important things it says in there is that it is and we only have a revocable permit out there for these, number two, rate review, contractor, which is the city, agrees to meet with contract office once each year to examine and adjust rates to be done July 1 which starting the fiscal year for the City of Lawton. And this has been, this has not been done since 1999. Number three of interest, five items you find as to how you set those rates. Number four every contract says all other terms and conditions remain the same. Number five, every Mayor or Pro Tem has signed these documents since 1952 since they were executed and negotiated.

I would suggest to you some of the increases that I've read in the paper about. Fort Sill, if you go by Table 17 of the Black & Veatch, Fort Sill would have a 201% increase. Goodyear would have a 90% increase. Republic would have a 58% increase. The recent action that you took with the Black & Veatch report as far as the citizenry is concerned 15.7% increase. Also of interest, each of the above, I have not had any meetings behind closed doors but there has been conversation as I'm around these people quite often, have said without exception that there probably needs to be an increase in water and they'd be happy to sit down at a table and talk. I would imagine hundreds of cities would love to have these facilities that we have in our city because of their economic impact. Here again, I'm going on simply what I read in the paper and I hope it's accurate. What kind of a message are we sending to corporate America? How can you negotiate a price because it's set by Table 17? And the final question would be does it all have to be done at one time? Can we not meet or work towards a means? Mr. Hanna, do you want to address this first, sir?

Hanna: Thank you, Mayor, yes. The Mayor brought this to my attention that we asked him to sign documents last time that he said were illegal and since then the contracts stipulated that we have to negotiate until you get a contract. Now all I'm asking is to bring it back to Council and ask the City Attorney to verify do we have to negotiate? Is what we did at the last Council meeting, was it legal or illegal? Let's get it clarified and move on, that's all I'm asking.

Vincent: As to Fort Sill, you have to negotiate. The contract with Fort Sill is a legal document, it is a binding document as I pointed out to the study committee yesterday, there's a special State Statute on water sales (tape turned over - notes show remainder of this sentence was "to the federal government") As to Republic, we do need to negotiate with Republic because there are questions concerning the study that they have raised verbally, we haven't got anything in writing from them, however, the study does...

Mayor: Excuse me a second, sir. As far as writing is concerned, I apologize because I didn't give you a copy of it but one was hand carried to me yesterday. All Council members should have a copy of that from Mr. Fortunato who is in the audience this evening. I apologize.

Vincent: I knew there was something but I didn't, haven't seen it. I'm not going to read it now. The study has been told, even though there are questions, Black & Veatch has verbally told the City Manager yesterday that they stand behind their study as to cost. I think the confusion comes from where do we start with negotiations. I know that the study committee met yesterday and I believe they will have a recommendation to the Council today. Did I answer your question, Mr. Hanna?

Hanna: Yes, you did. Thank you.

Mayor: Then I will go to Amy, the chair of that committee.

Ewing-Holmstrom: Probably not the right person to refer to because I abstained from the vote that we held yesterday in our meeting. It was, there was a motion that the negotiations with the large water users start but not go below cost and I abstained and I don't, I don't, I have a hard time with the Black & Veatch because we're getting all this different information. When we first accepted this, I was under the impression that we had accepted it excluding Fort Sill, Goodyear and Republic, then we came back, someone came back later and said that we couldn't do that because it was illegal, that we had to accept it, so we can accept the study but if we use it as a guidance to set our rates, that's where we run into problems with Fort Sill, Goodyear and Republic. I don't think, and I'm sure the majority of the Council members here believe that we can't, as what was written in the Constitution, approach Goodyear and say, you know, we're going to increase your rate by 90%. We cannot do that, that's not reasonable, and if that's what we have to do if we accept this study and do what it says, then, then we can't do that. So that's why I abstained from the vote yesterday because I can't, I cannot endorse starting negotiations with any of these three big water users with the cost that is in this book.

Mayor: Amy, for clarification, that's the action that Council took.

Ewing-Holmstrom: Quit laughing at me, Bob.

Shanklin: Oh, they got to you, didn't they, babe? You're all right. They got to you.

Mayor: That was the action the Council took to eliminate those three, however, the Water Authority come back and reversed. Barbara, I see you shaking your head, what...

Moeller: That was not the understanding that I had through all of this that we accepted this as a cost study as our cost and we had to accept it in total, we couldn't piece meal it, to be legal, that was my understanding and everyone else that I've asked is that what we understood. I never understood and never heard anyone say they had any, there was no desire to ever not negotiate, I don't even know where that came from. This is a basis, we have to do what is legal, what we are legally bound to abide by by law but yes, there is negotiation, we have to negotiate with these people. I never heard any exclusion that excluded them from anything but we have to negotiate with them and whatever we can legally do in negotiation is what we want to do but first of all my understanding is these people have not received this full study and to me that's a starting point. They need to be given it, give it to them, let them bring their questions and their concerns back and have Black & Veatch answer those concerns. I don't think we have enough in here yet to start negotiations but yes, we do need to negotiate.

Mayor: All right, thank you. I think one of them has received the Black & Veatch and should have a copy and I agree with that 100%, those, Republic as well as Goodyear needs a copy of the Black & Veatch, but for clarification, one of them does, they have broken down and you have your opinion on the letter that I've sent you on that that I received in the office. Discussion?

Ewing-Holmstrom: I want to just clarify for Mr. Shanklin's laughing at me saying they got to you. The point is that I missed last Tuesday's meeting, two weeks ago I guess it was when they started shaking and moving around. I just

want to make sure that everybody's clear that I believe everybody needs to pay their fair share but because of what the Council has done and whoever did the contracts 20 years ago, 15 years ago, 10 years ago, we can't just all of the sudden fix that in one fell swoop with a vote from the Council. This has to be considered very carefully.

Shanklin: As if we haven't, plus the fact that I asked you yesterday in front of Mr. Bass why you abstained and you didn't give that, that reason to us then, that's the reason why I laughed at you. That wasn't your reasons. Your reasons was because you worked for the blood bank and your number two donors are Fort Sill and the Goodyear. Is that what you heard, Mr. Bass?

Ewing-Holmstrom: That's true, but I'm not going to vote to raise somebody's rates 90% right now. I'm not going to be for that, regardless of who they are, Bob.

Shanklin: The action was that we took yesterday afternoon, Mrs. Moeller, you proposed it, do it again, please, for the negotiations we agreed upon.

Moeller: Between from the water committee to the water authority what we understood and it was only for a point of clarification, this is two separate actions, we are not voting to do Goodyear's 90% tonight, I mean, we didn't do that, we voted to accept the study in total as our cost. We paid for it, we asked for it, we paid for it from experts to help us establish what does it cost us, and it was our consensus, correct me if I'm wrong, that we accepted the study in total as a cost period. Then the other action we took was that we went forward and although not including the companies we have to negotiate and Fort Sill, all others that we can set the rates for without negotiation, we set a \$2.10 rate. The others have to be negotiated and they must be left for the negotiation process. We can't set that right now. Is that correct?

Shanklin: That is correct. Go ahead, Mr. Bass.

Bass: The meeting I was in yesterday we set the rates, Republic is going to pay \$1.04, Goodyear is going to pay \$1.26 and Fort Sill is going to pay \$1.31.

Moeller: We set that as a cost.

Bass: That's the cost and we're going to negotiate.

Moeller: By legal....

Bass: That's the meeting I was at yesterday....

Shanklin: That's what I got and we were going to be the negotiating body.

Bass: Right.

Moeller: Well, legally, according to the lawyer, correct, we cannot go below those figures. Is that correct, legally?

Vincent: If that is the accurate cost, which Black & Veatch says it is, that would be correct with the exception of Fort Sill.

Moeller: OK, and whatever is challenged, it can be challenged, if it's wrong, then we can amend it.

Vincent: That's correct.

Bass: My understanding yesterday in the meeting was that we have to accept the Black & Veatch study the way it is. We're not going to pick and choose, we're going to take the cost and that's what we're going to do and we're going to work through it from there.

Moeller: Correct. That's what I understood.

Mayor: My question then is how do you negotiate when the price is set? Black & Veatch sets the cost of those, and you've got the same one that I have, Table 17, Fort Sill \$1.31, Goodyear \$1.26 and Republic \$1.04. That sets their cost. How do you negotiate when the cost factor is already set?

Shanklin: Well, we're going to sit down with them and make them understand where we're coming from and you didn't read all the letter that, or the contract, read the two sentences above where they're going to have a 5% for five years and it says it's tied to our cost of our water.

Mayor: I read that, Bob...

Shanklin: Well, then you didn't say that out here to the rest of us, you kept that kind of secret.

Mayor: No, I haven't, I haven't kept nothing secret.

Shanklin: Well you read the five year deal and that's all you mentioned.

Mayor: They have two five-year, they have a 15 con with two five year extensions, yes, they have.

Shanklin: There's more to it than what you said is my point.

Mayor: There is in deed.

Shanklin: There's a lot more going on around here than we know. There's something clandestine.

Mayor: Yeah, but the Mayor's not involved in it.

Shanklin: The ring leader.

Mayor: Right here's your real deal, you want me to read this to the whole Council?

Shanklin: No, it's not necessary.

Mayor: No, it's not necessary, but ...

Shanklin: Let me say this. I said yesterday somewhere down the line we had never been given accounting, credibility or acknowledgement of Waurika, Ellsworth, the conduit that brings us that water, the expansion that we did somewhere around 80, that contract was 50. I asked Mr. Vincent when did he ever see it and he's never seen it. I understand it was not sent to Black & Veatch but it doesn't make any difference to them. I would like to see the minutes whereby we negotiated and they understood what those entities and it's in Mr. Colonel Steuber's letter where he mentions Medicine Park, Waurika, Lake Ellsworth, blah, blah, blah, where those were given a, excuse me, a value. I would like to see that in these so called negotiations in the past. I would like to see where those were pointed with a value.

Mayor: Right here they are.

Shanklin: Well, what is it you want, Mayor? Tell us what you want.

Mayor: Well, the only thing I ask is what's fair, Bob, but I don't think it's fair to go out and raise anybody's rates 201%. I just don't think that's fair.

Shanklin: Well, let me tell you this, I, if Goodyear was to go up \$350,000 and they build 15 million tires a year, that .0024, twenty four thousandths of a penny. Don't tell me that that is going to keep them from being competitive in the tire market because I'm not going to buy that, twenty four thousandths of a penny per tire if they build 15 million tires and we raise them \$350,000.

Bass: Also I think you have to look at Medicine Park. Medicine Park was raised 100%. I don't see anybody talking about Medicine Park. They were paying \$1.07 and they're going to pay \$2.10 now. Anyone realize that? When we took the study, we took it for everybody, we didn't pick and choose.

Shanklin: Well, we've still got to go and negotiate and we want this body to do it. We want Mr. Vincent to be the...

Bass: Absolutely. If Goodyear, Republic and Fort Sill have a problem with the study, we'll work with them.

Shanklin: Show them how we got there and they can tell us where that we're wrong. I'm not saying that we're 100% right, I don't know that.

Bass: Absolutely.

Moeller: If I might add to this, sometimes there are extenuating circumstances that allow us to negotiate in and around or something on this because it is my understanding that we have special circumstances that we can negotiate with Fort Sill differently so how this is going to interject, I don't know, but whatever questions are asked, they need to be answered by Black & Veatch, not by us. I don't have the answers.

Baxter: I guess I'm the one that's far out in the corner on this deal because I'm not on the committee and I haven't been able to come to some of the meetings. I came to the first couple and Bob tried to throw me out of one of them and so I didn't come back. Bob rules the roost. I will start by saying that to raise anything 200% is insane, that is

totally insane.

Shanklin: In your opinion.

Baxter: That's my opinion. If you guys don't believe that the reason why Lawton is prospering now as it did twenty years ago is because of Goodyear and Fort Sill then you're kidding yourself because that's both the life blood veins of this city.

Bass: Do you think anybody sitting here don't believe that?

Baxter: I hope you do believe it.

Bass: Do you honestly think everybody sitting here don't believe that?

Baxter: Well you guys don't act like it when you're sitting there trying to over them people.

Bass: We paid \$45,000 for this book to tell us how much it was. In 18 years the first time you've ever had it done, in 18 years. The water rate was set ...

Baxter: I want to make another suggestion.

Shanklin: It had never been done.

Bass: It had never been done.

Baxter: I'm going to make another suggestion.

Bass: Go ahead.

Baxter: The rate that we increased our residential customers in this town went from \$1.77 to \$2.10, that's a 15.7% increase. I'm going to recommend that that's what we do to our three large volume water users, that means Goodyear and Republic which used to be .66 would go to .783 and Fort Sill that used to be .435 would go to .516. I think that's feasible. I think it'll work. You can negotiate with them people if you want but I think if you start there you might be able to get some contacts and get some motions going. Ya'll do what you want to do. That's what I recommend.

Mayor: I'm sorry. Glenn.

Devine: Council, some times we let our tongues wag a little more. I had a gentleman, and I'm not going to mention a name, that made the statement to me about Medicine Park, that we're going to increase their rate 200 something thousand, well, they stuck it to us, it's time for us to stick it to them. I don't think that's right but irregardless we'll skip that, we'll go to the Goodyear and Bar-S and Republic. I made a suggestion yesterday to Mr. Vincent why couldn't we negotiate this over a five year period of time that we break it down and let Goodyear and Republic and them pay on a percentage basis over a five year period of time to get to our cost factor that we accepted and these people would come to court and testify and stand up that this is right and accurate and I understand that. Mr. Vincent's remark was we cannot do that, we have to charge what the water costs us. Am I right, Mr. Vincent?

Vincent: Yes, I did say that.

Devine: OK. So, now where do you go from that. Do we violate the law that says that we cannot sell our water below cost in violation of that or do we just start and we just might as well take this study that we spent, throw it in the trash and start all over again. Just play dummies, we never, we don't even know what the water costs us because that was a big thing. I've been on this Council going on four years, Mr. Shanklin brought this up many, many times, how much does it cost us for 1,000 gallons of water. We've had different people stand right there at that podium and mumble for three years and never give us a cost factor what our water actually cost us to your hydrant or what you drink. Anybody, Goodyear or anybody else, rural water or anything else, and we've set here, I've set here for almost four years and nobody ever did. We finally, finally got a cost study and now nobody wants to accept it. We're here, the man's sitting there that we've got hired for our legal advise tells us, Council, you cannot sell that water below cost to anyone with the exception of Fort Sill, and I read that. I brought a copy up to that committee yesterday and Mr. Vincent read what the State law requires. I don't like it. I don't like us going up that much but if you make the rules, people, you've got to play by them and we made the rules when we asked for this study, we made the rules. Now we're going to have to play by them. Like it or not, you're going to have to play by them.

Mayor: And in return we'll play by their rules somewhere in time, the consequences will come.

Devine: That's fine, Mayor.

Ewing-Holmstrom: You brought up the issue about what's legal and what's not legal. It is illegal in the State of Oklahoma according to whatever statute to sell water below cost. We just found out how much our water was and we've been doing it for how long?

Devine: We've never had a study until this one came out.

Ewing-Holmstrom: Right, but so, and I go back to, who decided how much our water was to begin with, that we would just give it away? And now we've got this study, it's going to be detrimental to us, our business relationships, overall economic impact. When this hits the papers in Oklahoma City that the City Council decided that they're going to raise the rates of Goodyear 90%, we'll never see another industry come in here.

Shanklin: Oh, that's not true. We've been giving it away. You don't believe that twenty four hundredths of a penny on the cost of a tire? You don't believe that figure, add it up yourself.

Ewing-Holmstrom: It doesn't matter, when you're breaking it down like that, yeah, it doesn't sound like anything, Bob, but what if somebody knocked on your door today and said we're going to raise your rates 90% today, you, what your bill is to jump 90%, so think on that level, you can't...

Shanklin: That's fine. We still want to negotiate and we want to see how, if you read that 1950 contract it was twenty-two cents a thousand and fifty years later it is forty-three. Cars were around \$1,500 in '52 and now they're \$20,000 or \$40,000. You're telling me there's not a difference there?

Ewing-Holmstrom: Comparing water to tires is ludicrous. Don't do that.

Shanklin: Oh, you're on their team...

Ewing-Holmstrom: You know what? I'm on the team that's going to do the best for Lawton.

Shanklin: I hope you are.

Ewing-Holmstrom: Yeah, and you saying we should raise them 90%....

Shanklin: I think we should go to the negotiating table with those figures and let them challenge them.

Ewing-Holmstrom: But you're missing the whole point.

Shanklin: Well, Mayor, get off, Moeller, make your motion that you made yesterday. Let's see where we go.

Bass: I'll make the motion.

Shanklin: All right, sir.

Bass: Number two there, the subsequent action taken by the Water Authority including large volume consumers and if in its approval of the study, and if negotiations are authorized, appoint representatives from the Council, staff to conduct the negotiations.

Shanklin: Second it.

Mayor: We have a motion on the floor, which is number two, the subsequent action which was taken by the Water Authority.

Bass: Is that what we were talking about, John? What we said yesterday?

Ewing-Holmstrom: Can you wait until Mr. Hanna comes back and make sure it's clarified?

Bass: He should have waited before he left. Is everything clear as to what was said yesterday in the meeting?

Vincent: It would appear to be.

Bass: I don't want it to appear to be, I want it to be.

Vincent: I don't have the notes.

Baxter: I don't either because I wasn't at the meeting.

Mayor: Right here is the, right here is the motion. John, read that motion for clarification, please, here's the motion that was made on the floor yesterday by them, John's going to read it to you.

Vincent: This is the motion that Barbara Moeller made yesterday. (reading) Moeller recommended that this committee recommend to Council they accept the Black & Veatch study as a whole, that we accept the rates that were set by the Council at \$2.10 for everyone, excluding the large volume customers and those customers be (inaudible) as long as we start and do not go below cost. Is that clear? Mr. Baker said clear to him. Shanklin said is that a motion. Moeller said that is a motion to recommend to the Council. Mr. Shanklin said would you include in that to recommend to the Council that this committee be the negotiating body. Mrs. Moeller said yes, if you so desire. Holmstrom said she would not be able to do that. Mr. Shanklin said we don't all four have to be there but with Mr. Vincent as the lead, chief negotiator. Moeller said so amended. Mr. Shanklin asked if it was understood what he was saying. Shanklin seconded the motion. (end reading)

Moeller: May I add something to that? Instead of going below cost, whatever is legal, because if we can legally go below cost with Fort Sill then, I just want us to stay legal, what we can legally do on that.

Mayor: Barbara, you can always make the motion the way you desire the same as Randy or whoever is on there and discussion, for clarification on this right here, the way this motion is right here, even though it says negotiate, you're locked in at these prices on Chart 17, Table 17. Is that right, John?

Vincent: Sir, again, those are the costs that are presented by Black & Veatch that this Council has accepted, or the Water Authority has accepted. It is, anybody can challenge those costs and I have said that repeatedly.

Mayor: Why do we put them on defense? I just asked you one simple question. Is that the cost that has been set for those three?

Vincent: Correct.

Mayor: OK. And it can't be anything lower than that is what you're saying and that's what the motion would be. Is that correct?

Vincent: Yes.

Moeller: Except, can't Fort Sill's be less than that because of the way it's to be negotiated.

Vincent: Yes, there's a state statute.

Moeller: It's by statute. How do we get where we need to go?

Shanklin: You get there by negotiating and by getting their opinions and where they're coming from and see how they've done it in the past. I've got to see where they have included these other items and can only get to forty-three cents when they were twenty-two in 1950. There is something flawed about that, about those numbers.

Moeller: And stay legal, and stay legal.

Shanklin: I'm not saying it's illegal.

Moeller: And stay legal. That's what I was saying.

Mayor: May I make a suggestion, just throw it out to you? Send the study, the Black & Veatch, to Fort Sill, which they already have, Goodyear and Republic. Get their input from each and then send that to Black & Veatch to address their concerns, OK, and then receive the report back from Black & Veatch which may be some type of revision in the cost after they have looked at it.

Bass: We will do that. We will do that.

Hanna: I have a question on that. What is the time frame on that? I mean it took us over a year to get the study back. How long are we going to let them have this copy of the contract before we get the answers back?

Moeller: 30 days for each party; is that too short?

Hanna: Pardon?

Moeller: 30 days for each party; is that too short?

Mayor: I think that would be reasonable.

Moeller: 30 days for them to read and then give the questions to Veatch and 30 days for them to reply.

Bass: I'm sure they'll have a lot of questions for Black & Veatch.

Moeller: I'm sure they will.

Bass: I'm sure they'll look into it and study it and I'm sure we'll hear from them. It won't take 30 days, I promise you.

Moeller: Well, that's the maximum.

Bass: Let them have as long as they want.

Moeller: Mr. Mayor, if I might add something to address what Ms. Holmstrom was asking. I had talked to some other council members who were here at the time this was negotiated, how did you arrive at this figure. We didn't have any and the answer was we didn't have a clue what it cost, it just sounded like a good figure, it was a pie in the sky number.

Shanklin: We've never been in negotiating and neither has Mr. Vincent. I hope he has, but I don't think he has, and how long have you been as the City Attorney, three years? (response inaudible) '98, that's almost, yeah, four years and we have not ever gone to the table again. I have got to see how they arrived at those costs of Waurika and Ellsworth and the conduit and the \$45 million expansion we're doing now plus the one that we did in the '80's, they expanded it out there then, that was around a \$18 or \$19 million expansion, somewhere we did not get that in there. It could not possibly have been, there's got to be some minutes.

Moeller: Mr. Mayor, do you need that suggestion in that motion?

Mayor: I don't want to overrule Randy's motion. If you all need to vote on Randy's motion then we'll do that, it's your pleasure. I have stated my opinion. It hasn't been paid attention to and that's OK. That's fine. Randy, state your motion please.

Bass: Subsequent action taken by the Water Authority including large volume consumers and approval of the same study and if negotiations are authorized, appoint representatives from the Council and staff to conduct the negotiations, the same as we stated yesterday.

Hanna: Is that legal?

Vincent: Yes.

Haywood: May I say something?

Mayor: Yes sir.

Haywood: (inaudible) and conduct a negotiation regardless of what you do, you have to come back here.

Mayor: You've got to pay attention to the language that says in that though, the cost is already set. So how do you negotiate when the cost is set, Randy, but anyway, you have a motion on the floor by Mr. Bass. Do I hear a second to Mr. Bass's motion?

Devine: I'll second it.

Mayor: OK. Any discussion on it?

Holmstrom: Yes. John, can you explain exactly what we're voting on? I want to know exactly.

Vincent: Mr. Bass read number two.

Holmstrom: Don't read it back to me. Tell me what we're doing.

Vincent: The Water Authority included the large volume customers in its approval of the study and therefore Mr. Bass is saying that negotiations, as I understand it, correct me, Randy, negotiations are authorized from that beginning point, the number in the study.

Holmstrom: So, what you're saying is, if we vote yes on this motion that we are saying that we will start

negotiations at \$1.31 for Fort Sill; Fort Sill is not a part of it because they're a government contract, right?

Vincent: That's my opinion to you all.

Holmstrom: OK so then, what \$1.26 for Goodyear and \$1.04 for Republic, that's our starting point at this time if we vote yes on this motion.

Vincent: Yes.

Shanklin: You're accepting this. That doesn't mean you're not going to negotiate and listen for those people to those questions they're going to ask that we're going to send to Black & Veatch. All we're telling Black & Veatch, we honored what they did, now here these people come that challenge it and we send it up there and let them defend it. That's all in the world you're doing.

Holmstrom: Can we amend this study with Black & Veatch?

Vincent: Yes.

Mayor: Mr. Baker?

Baker: Certainly you can amend the agreement with Black & Veatch but they've, they've completed their study. I think they're going to want more compensation to do more work on this study.

Shanklin: I'm satisfied that they are.

Baker: I mean I just wanted you to be aware of that, they're probably not going to do it free gratice.

Moeller: Mr. Baker, if they're doing more work is one thing; if they're defending theirs and justifying it, that's different. They said they would defend it. They need to defend it.

Baxter: I'm going to say one more thing and I wasn't here yesterday when apparently a lost document was found and found out that Black & Veatch didn't get it and I guess you called them and they said that that document didn't matter, that the cost was going to change, if you guys believe that, you're ignorant.

Moeller: No sir, I saw the document and Waurika is a cost, it doesn't matter whether it's in that document or not.

Baxter: Not necessarily that document but for them to think that Lawton provides police protection and fire protection for Fort Sill and we don't, you don't think that's going to make that dollar figure go down?

Moeller: That's a question that needs to be asked of Black & Veatch.

Shanklin: That's a legitimate question and a legitimate challenge for them to answer.

Bass: You're not letting them get there. You're not letting them ask the question.

Baxter: I just think you guys are starting from the wrong point. I think you need to start from where we're at, not from where you guys want to be. You all do what you want to do. I can't support it.

Mayor: Did we, we had a second to that motion, by Glenn? OK. Or Bob?

Shanklin: Glenn Devine seconded that motion. I did the first time, you asked for it again and Mr. Devine did it the second time. I don't know what difference it makes who seconded it. I mean unless they're taking notes or pictures or something, they're not going to scare me.

Mayor: Any more discussion? If not, please call the roll on the motion." (end verbatim)

VOTE ON MOTION: AYE: Moeller, Haywood, Bass, Hanna, Devine, Shanklin. NAY: Baxter, Ewing-Holmstrom. MOTION CARRIED.

Moeller asked if it was appropriate to have a motion to direct that the studies be given to all parties, that they be given 30 days to submit written questions and that Black & Veatch be given 30 days to answer. Shanklin said the City Manager can be directed to write that letter and Moeller said he is so directed. Shanklin asked Ewing-Holmstrom if she wished to stay on the committee. Ewing-Holmstrom said she really could not afford the time away from work than she anticipated and the Black & Veatch study was much more involved than she thought going into this. Moeller asked Baker if he had any questions. Baker said no, he would send the letter out to Goodyear, Republic and Fort Sill tomorrow with a copy of the study asking them to review it and to return any comments,

questions or challenges they have within 30 days. Moeller said that should be forwarded to Black & Veatch for them to defend their work. Baker agreed.

21. Seek Council direction on a policy for entering into outside fire protection contracts. Exhibits: None.

Fire Chief Bart Hadley said the purpose of the item was to determine if Council would like to provide guidance in developing a policy on this subject. He said contracts of this nature have been done for many years and there may be 40-50 of them in place at this time and they are renewed every two years. Some applications are being held now, and some are pretty close and have a water supply, but some do not. Some have access problems, such as gravel roads that could not be used if the weather is wet and it could cause problems gaining access to the property with the fire trucks. Some do not have any water supply at all or none within two to three miles. Shanklin asked Hadley's recommendation. Hadley said it is a policy issue that the Council should provide guidance on whether or not we should have them. Shanklin said if the department cannot handle it, we do not want to do it. Hadley said it is not a problem because they are pretty much one way contracts and provide us an out if we are busy or cannot afford to send someone, we do not send someone.

Shanklin asked if Hadley knew how other towns comparable to Lawton's size handle situations like this and asked if Mitchell knew how they do it around Tulsa. Larry Mitchell, Assistant City Manager, said he would think they would not do it although he did not know that for a fact but would guess that it would be on a very restricted basis if at all. Mitchell said most communities have mutual aid agreements with other departments but not with individual property owners. Hadley said we have agreements with most surrounding departments.

Shanklin said he had a hard time believing we could not charge these people on a yearly payment. Hadley said one suggestion was to have an application fee to cover the administrative cost of going through the contracts because a Fire Marshal is assigned to drive out to see if the bridges will hold the trucks, make sure there is access, and find the nearest water supply, and the City Clerk's Office time and his time are involved in preparing the information to bring to Council. Hadley said if we respond to a call, there is a provision in the contract to charge for that response, and the current rate is \$200 per hour per vehicle plus \$4 per mile. Shanklin said if you have a fire at a house you think has a contract but it is the one next door and you are already there and they do not have a contract, then what do we do. Hadley said if the fire fighters are sent out, they will take care of the situation. Shanklin said we would not receive remuneration for our services in that case and Hadley agreed. Shanklin suggested this be postponed until Chief Hadley can see if other communities are doing it that are comparable to our size as far as individual contracts.

MOVED by Shanklin, SECOND by Moeller, to postpone the item as stated. AYE: Haywood, Bass, Hanna, Devine, Ewing-Holmstrom, Shanklin, Moeller. NAY: Baxter. MOTION CARRIED.

Moeller said we will be looking at some areas for annexation and staff should see if there are any fire contracts involved in those areas, and how those areas could affect the department.

Ewing-Holmstrom asked if people are requesting contracts and they have no hydrants. Hadley said yes, a number of them in rural areas do not have hydrants or water supply that they have access to.

Baker said those that are pending he would like to go ahead and process them and bring them to Council and the Fire Department can make a recommendation but it is not fair to keep holding those. Shanklin asked where else they would go and if they have another source, send them there now. Mayor Powell said if they had a source, they would not be coming to us. Hadley said every portion of the county is covered by one department or another and the majority of the county is covered by volunteer departments, so for example, Pecan Valley's district is actually the Cache Volunteer Fire Department. Shanklin said they want in Lawton. Hanna asked what happens if there is not a hydrant and if we would be liable. Vincent said the contract says we are not liable, however, we probably should not have entered into the contract if there is no water supply, so did we create an obligation that we could not fulfill. Vincent said he started reviewing these contracts in 1998 and just started seeing the first few this spring with water supply or access problems and he has not signed those but sent them back to the Fire Chief.

Moeller asked if the Fire Department looks at the requests before recommending entering into the contract. Hadley said yes. Moeller asked if they have the capability to carry the water with them if they do not have another source or if they call a volunteer department. Hadley said they can carry between 300 and 500 gallons, which would only last two or three minutes, and they would not be able to stop a fire but there is a chance they could do some intervention or make a rescue. Moeller asked if they were backed up by volunteer firefighters who do carry their own water supplies. Hadley said in most instances, yes. Hadley said they do survey the routes to the location but there is not in particular a cut off point and they have entered into contracts with properties that are well outside a reasonable response time that would take 20 or 30 minutes to get to, and entered into contracts with property owners when there is no water supply available whatsoever and those were points he wanted to make.

Shanklin asked if the County 911 would contact the Lawton Fire Department and how would they know if the people were not home and a neighbor called it in. Hadley said the occupants are aware of how to contact us, they

go through our 911 system, and if they have a contract, it is on file there. Shanklin asked if they can call Lawton's 911. Hadley said yes, he knew Pecan Valley could, and not the 911 number but they have access to our dispatch; we have other numbers besides the emergency number. Shanklin said the crews will know where they are going and not be sent to a misrepresented address through the county 911 because he had friends who had gotten incorrect addresses from the county and no one would listen to them. Hadley said we do not enter into the contract based on addresses and we ask for specific directions on how to obtain access to the property.

Haywood asked if we respond to requests from the surrounding towns to assist. Hadley said he could not think of an instance where we haven't and it does not come up all that often.

22. Consider awarding contract for temporary workers for clerical and labor personnel; reject bids and re-advertise for sanitation workers. Exhibits: Abstract of Bids.

Tim Golden, Human Resources Director, said two bids were received; Express Personnel Services was the low bid for both clerical and general labor; Direct Staffing was the low bid for sanitation workers. When Direct Staffing was informed they were the low bid for sanitation workers only, they indicated they could not accept that contract. Consequently the recommendation of staff to Council is to award a contract to Express Personnel Services for clerical and general labor, reject the bid from Direct Staffing and readvertise a bid for sanitation workers.

Shanklin asked if the specifications required bids on all three categories. Golden said it was his understanding that it was not that clear. Baker said it was his understanding that it did not require firms to bid on all three categories, and the City reserves the right to award all, none or any combination thereof, but we did not require them to bid on all three.

Shanklin said he thought it should be awarded to the firm that bid on the sanitation workers because they had the courage to do it and give him all three contracts. He asked how much of a difference in price there was. Golden said he did not know that but knew the total contract permits up to \$482,000. Shanklin said he never had an idea that much money was being spent on contract labor. Baker said quite a bit of money is spent on contract labor, it is a line item in the budget. He said expenses are high because several years ago we elected to eliminate the full time workers, especially in solid waste collection and fill out the crews during the summer with sanitation workers. Many part time positions were eliminated in favor of contract labor because of advantages in workers' compensation, but we have reduced expenditures for full time and temporary employees. Baker said Council can award in any manner they chose but if they reject the bid for sanitation workers and readvertise, if any bids are received, they would be much higher than this, so he was not sure of the best thing to do, but a contract is needed for sanitation workers. Shanklin said Council got a letter showing \$100,000 worth of workers' comp and he assumed that was paid by the contractor.

MOVED by Shanklin, SECOND by Haywood, to award the contract to Direct Staffing for all three categories.

Baxter asked if that action was legal and Vincent said yes.

VOTE ON MOTION: AYE: Baxter, Bass, Hanna, Devine, Ewing-Holmstrom, Shanklin, Moeller, Haywood. NAY: None. MOTION CARRIED.

REPORTS: MAYOR/CITY COUNCIL/CITY MANAGER

Haywood said the Douglas School reunion would be July 25.

Shanklin said back to Neighborhood Services again, 404 Dearborn, he thought it was cleared up a couple of years ago but found it was not, some of it has been boarded or torn down, the back yard is shoulder high in some areas, and the fence was torn down. He said a former employee, John Paul Miller, his mother in-law lives at 406 Dearborn and he has been trying to keep some of it down and has been working with Neighborhood Services but he is getting conflicting stories as to where we are. Shanklin said one of the Neighborhood Services people said they sent letters to the financial institution and they refused to acknowledge it, so some where we are going wrong in Neighborhood Services if they do not go to the City Attorney's office. Vincent said this was the first time he had heard of 404 Dearborn. Shanklin said he hoped Mr. Baker or Mr. Mitchell would write that down and see if something can be done.

Shanklin said the Mayor's Task Force on codes and ordinances, last September they voted to allow 60% coverage of a lot, Mr. Devine made that motion and it was passed last September and he found out today that it is just now in CPC. He said there is no reason for that to take nine months and it did make him mad because he told people they could cover 60% of their lot, you do not have to go some place else and build another house because it was just 40%. Shanklin said it is not right for something to take that long to go through our process and now CPC is having a meeting tomorrow and have put a subcommittee together to study what the Task Force passed on, and he understood Bigham said he got it last September 14. He said you cannot have a clean city if some of this stuff is not enforced. Mayor Powell said he was not running this city and he simply does what comes across his desk and

cannot do anything about it until it gets there.

Devine said regarding Neighborhood Services, the high grass abatement is behind and he asked how many contracts do this work. Baker said there is one mowing contractor for abatement. Devine asked why more could not be hired on a contract basis and use a rotating system as is done with wreckers and ambulances so if one contractor is too busy it would rotate down to the next contractor and three, four or five people would be constantly mowing instead of just one trying to take care of the whole city and there is no way in the world he can do that.

Baker said he discussed that with Angie Alltizer earlier this week and they will look at it. Shanklin said when are we going to look at it; the contractor told John Paul Miller they were two weeks behind but he mowed a different lot and his was supposedly ahead of it. Shanklin said Baker hires these people and they've got to come up with some innovative ideas or do something else or do away with Neighborhood Services but we are not getting the job done.

Bass said for the year he was here he got to know Steve Livingston a little bit and he did not know whether he quit, he retired or got fired or whatever happened, this man served 30 years of his life with the City and he thought he deserved more respect than what he got as he left the City and he hated to see that happen to a guy, he spent his whole life here and he's gone in a minute and he deserves more credit than what he got. Ewing-Holmstrom said she agreed and was gone last week and asked why Livingston was gone. There was not a response.

Ewing-Holmstrom said regarding Neighborhood Services, she has been on the Council about three months and the staff there have done great for her; there were many houses on the east side that were neglected and Angie Alltizer really helped her out. She said the answer is for us to take pride in our own city and if you do not like the length of the grass next door to your house, get out and mow it and she would be mowing lawns on the east side of town all weekend long because Neighborhood Services is backed up. She said it is civic pride and people taking care of each other in the neighborhoods; we cannot rely on the city to take care of everything, they need some help every now and then. Ewing-Holmstrom said Neighborhood Services is doing a great job. She said the Street crews did a great job in front of Howard Johnson's Hotel coming off the bridge and she took them some Gatorade and expressed her appreciation for their work in the extreme heat.

Hanna thanked the Street crews for their work at 14th and Smith, 18th Street and 20th Street, through the FEMA funding that had been dedicated for that area. He said the crews were working diligently and there was no slacking going on.

Hanna said everybody bangs and slams Neighborhood Services and he realized they were backed up and there are a lot of problems in this city and he agreed there were many yards and alleys needing mowing, and there are a lot of out of town landlords that only care about the money they can get from their houses and do not care about the maintenance. He said he felt Neighborhood Services was doing an outstanding job with four inspectors and he agreed it would be a good idea to have more than one mowing contractor. Hanna asked if there were two contractors last year. Baker said not for abatement, and if a contractor knows he will only get a portion of the jobs, normally his prices would be higher than if he expected to get quite a bit of work. Baker said it appears we need more than one contractor because when it rains like it has recently, and it is rare for us to get rain in July, he gets behind and we can hold his feet to the fire and cancel his contract but then we would be without a contractor and it is a vicious circle, and the sheer number of these things overwhelms us, and he was not making excuses for Neighborhood Services. Shanklin said be prepared then.

Shanklin said the lady at 406 Dearborn is 96 years old and she is not going to go mow her neighbor's yard. He said the county sprayed for mosquitoes on June 26 and they had discussed previously what we were getting for our \$110,000 and was sure we would have something on that by next year.

Baxter said there is a hedge that spells "Lawton" at 11th and Gore and it needs to be trimmed so it can be read. He said 125 complaints were made that people were shooting fireworks in the city on July 4th and the police were busy and there were about 400 total calls that night. Baxter said we send officers to check it out but they are not writing citations; out of 125 complaints, three citations were written and that is unacceptable. He said if the officers see people shooting off fireworks, they need to write a citation because it is against the law and Council made it a law for a reason. Baxter said if people are breaking the law, a citation would generate revenue to pay for those police officers to be out there and many were likely on overtime.

The following comments are inserted verbatim:

Baxter: My last thing is, there's been a lot of things happen with the employees of our fine city here in the last month to two months and a lot of people have been fired and there's been quite a few people that have been asked to resign so I'm going to stand up right now, Mr. City Manager, and I'm going to ask you to resign right this minute. Will you resign?

Baker: No.

Baxter: OK, Council, I want to call a special meeting for 9:05 on Friday and I'd appreciate it if at least five of ya'll would agree to have that so we can talk about Mr. Baker's future with our fine city.

Moeller: I'll be there.

Baxter: Will five of you nod your head that you'll be here at 9:05 on Friday?

Shanklin: If you're asking for a nod of the head, I'll be here.

Baxter: Thank you, Bob. I believe that's more than five.

Haywood: What you just said, I'm totally against that.

Baxter: Oh, I'm through.

Mayor: What time?

Baxter: 9:05 on Friday.

Mayor: 9:05 on Friday.

Shanklin: Where are you going to be, Randy Bass?

Bass: On an airplane.

Devine: Japan.

Bass: (inaudible)

Shanklin: Oh, you did?

Mayor: Mike, can you not do this when all Council members are here?

Baxter: I'd love to have all the Council members here. When are you going to be back, Randy?

Bass: The 16th.

Baxter: The 16th of August?

Bass: The 16th of July.

Baxter: When's the next Council meeting?

Mayor: The 23rd. The 16th would be a week from today.

Baxter: Brenda, I'd like to agenda an item for Bill Baker's contract to be observed on the next Council meeting on the 23rd.

Shanklin: You can have a meeting on Thursday.

Baxter: Can't, I got to post it for 48 hours is what I was told today. I got to give proper warning so we don't get sued. (end verbatim portion)

Continuing with reports, Larry Mitchell, Assistant City Manager, said a report will be provided on July 23 regarding Neighborhood Services and a pilot program is being designed.

BUSINESS ITEMS:

23. Pursuant to Section 307B.3, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the land acquisition for the Meadowbrook Creek Local Flood Protection Project, and if necessary, take appropriate action in open session. Exhibits: None.

24. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the City's claim associated with the case styled Delisa Nevaquaya vs. American Home Products, Case Numbers CJ-98-

665 and CJ-98-666, District Court of Oklahoma County, and if necessary, take appropriate action in open session. Exhibits: None.

25. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the continued employment of Brenda M. Smith as City Clerk, and in open session, consider approving an employment agreement of Brenda M. Smith as City Clerk and authorize the Mayor and Deputy City Clerk to execute the agreement. Exhibits: Summary.

26. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the continued employment of John H. Vincent as City Attorney, and in open session, consider approving an employment agreement of John H. Vincent as City Attorney and authorize the Mayor and City Clerk to execute the agreement. Exhibits: Summary.

MOVED by Baxter, SECOND by Moeller, to convene in executive session, after a five minute break, to consider the items listed on the agenda and recommended by the legal staff. AYE: Shanklin, Moeller, Haywood, Baxter, Bass, Hanna, Devine, Ewing-Holmstrom. NAY: None. MOTION CARRIED.

The Mayor and Council convened in executive session at approximately 7:55 p.m. and reconvened in regular, open session at approximately 8:15 p.m. with roll call reflecting all members present.

Vincent reported on Item 23, pursuant to Section 307B.3 of Title 25, Oklahoma Statutes, the Council convened in executive session and discussed land acquisition for the Meadowbrook Creek Local Flood Protection Project; discussion took place and no action is required at this time.

Mayor Powell reported on Item 24, pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the City's claim associated with the case styled Delisa Nevaquaya vs. American Home Products, Case Numbers CJ-98-665 and CJ-98-666, District Court of Oklahoma County, and if necessary, take appropriate action in open session. He said we did discuss that in executive session and at this time he would entertain a motion for action.

MOVED by Baxter, SECOND by Hanna, to authorize the City Attorney to commence litigation against Delisa Nevaquaya and any other necessary parties to recover the City's subrogation claim resulting from Ms. Nevaquaya's settlement with American Home Products Corporation. AYE: Haywood, Baxter, Bass, Hanna, Devine, Ewing-Holmstrom, Shanklin, Moeller. NAY: None. MOTION CARRIED.

Mayor Powell reported on Item 25, pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the continued employment of Brenda M. Smith as City Clerk, and in open session, consider approving an employment agreement of Brenda M. Smith as City Clerk and authorize the Mayor and Deputy City Clerk to execute the agreement. He said this was discussed in executive session, Council has recommended the continued employment of Brenda M. Smith as City Clerk with a 3% pay increase and he would entertain a motion for same.

MOVED by Hanna, SECOND by Baxter, to approve the continued employment of Brenda M. Smith as City Clerk with a 3% pay increase. AYE: Baxter, Bass, Hanna, Devine, Ewing-Holmstrom, Shanklin, Moeller, Haywood. NAY: None. MOTION CARRIED.

Mayor Powell reported on Item 26, pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the continued employment of John H. Vincent as City Attorney, and in open session, consider approving an employment agreement of John H. Vincent as City Attorney and authorize the Mayor and City Clerk to execute the agreement. He said this was discussed in executive session and Vincent would continue employment as the City Attorney with a 3% pay increase upon Council action for same.

MOVED by Haywood, SECOND by Baxter, to approve the continued employment of John Vincent as City Attorney with a 3% pay increase. AYE: Bass, Hanna, Devine, Ewing-Holmstrom, Shanklin, Moeller, Haywood, Baxter. NAY: None. MOTION CARRIED.

Raymond McAlister encouraged attendance at the Walters Rodeo and Birthday Celebration.

There being no further business to consider, the meeting adjourned at 8:20 p.m. upon motion, second and roll call vote.